

and transported from the State of Georgia into the State of New York, and charging adulteration in violation of the food and drugs act. A portion of the article was labeled: "New B Crop King Cole Budded Walnuts Selected & Packed By B. D. I. Co., Inc." The remainder of the said article was labeled in part: "D. P. 5 Albany Grocery Co., Albany, Ga."

It was alleged in the libel that the article was adulterated, in that it consisted in part of a filthy, decomposed, and putrid vegetable substance.

On November 30, 1926, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

W. M. JARDINE, *Secretary of Agriculture.*

14736. Adulteration and misbranding of butter. U. S. v. 20 Tubs of Butter. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 21358. I. S. No. 3436-x. S. No. C-5244.)

On October 6, 1926, the United States attorney for the District of Minnesota, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 20 tubs of butter, remaining in the original unbroken packages at St. Paul, Minn., alleging that the article had been shipped by the Bowdle Creamery & Produce Co., from Bowdle, S. Dak., October 2, 1926, and transported from the State of South Dakota into the State of Minnesota, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: "Bowdle Cry. Bowdle, S. D."

Adulteration of the article was alleged in the libel for the reason that a substance deficient in butterfat had been mixed and packed therewith so as to reduce or lower or injuriously affect its quality or strength, and had been substituted wholly or in part for the said article.

Misbranding was alleged for the reason that the article was offered for sale under the distinctive name of another article, and for the further reason that it was food in package form and the quantity of the contents was not declared.

On October 16, 1926, the Minnesota Creamery & Produce Co., St. Paul, Minn., having appeared as claimant for the property and having consented to the condemnation and forfeiture of the property, judgment was entered, finding the allegations of the libel to be true and ordering release of the said product upon payment of the costs of the proceedings and the execution of a bond in the sum of \$500, conditioned in part that it be reworked under the supervision of this department.

W. M. JARDINE, *Secretary of Agriculture.*

14737. Misbranding of horse and mule feed. U. S. v. 72 Sacks of Horse and Mule Feed. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 21341. I. S. No. 6545-x. S. No. E-5885.)

On October 26, 1926, the United States attorney for the Eastern District of North Carolina, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 72 sacks of horse and mule feed, remaining in the original unbroken packages at Wilmington, N. C., alleging that the article had been shipped by the Atlantic Milling Co., from Augusta, Ga., on or about August 30, 1926, and transported from the State of Georgia into the State of North Carolina, and charging misbranding in violation of the food and drugs act. The article was labeled in part: "Repeater Horse and Mule Feed Manufactured by Atlantic Milling Company, Augusta, Ga. Guaranteed Analysis Protein 10%."

It was alleged in the libel that the article was misbranded, in that the statement "Guaranteed Analysis Protein 10%," borne on the label, was false and misleading and deceived and misled the purchaser, since the product was deficient in protein.

On November 8, 1926, the Atlantic Milling Co., Augusta, Ga., having appeared as claimant for the property and having admitted the misbranding of the product, judgment of forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$100, conditioned in part that it not be sold or otherwise disposed of contrary to law.

W. M. JARDINE, *Secretary of Agriculture.*